

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	X	
ABN AMBRO MORTGAGE GROUP, INC,	:	
	:	
Plaintiff,	:	Case No. 07-CIV-7657 (LTS)
	:	
-against-	:	
	:	
NATIONAL SETTLEMENT AGENCY, INC., STEVEN:	:	<u>ANSWER</u>
M. LEFF, RACHEL M. LEFF and RICHARD A. LEFF,	:	
	:	
Defendants.	:	
-----	X	

Defendant, RICHARD A. LEFF (hereinafter referred to as "Defendant"), by and through his attorneys, KAUFMAN BORGEEST & RYAN LLP, responds to Plaintiff's Amended Complaint against him as follows:

**Preliminary Statement**

1. The Defendant denies the allegations contained in paragraph "1" of the Plaintiff's Amended Complaint and respectfully refers all questions of law to the Court for Judicial determination.

**Parties**

2. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "2" of the Plaintiff's Amended Complaint.

3. The Defendant admits the allegations contained in paragraph "3" of the Plaintiff's Amended Complaint.

4. The Defendant admits the allegations contained in paragraph "4" of the Plaintiff's Amended Complaint.

5. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "5" of the Plaintiff's Amended Complaint.

6. The Defendant admits to the allegations contained in paragraph “6” of the Plaintiff’s Amended Complaint only to the extent that Defendant is a licensed attorney in the State of New York and a citizen of the State of New Jersey. The Defendant denies the remaining allegations and respectfully refers all questions of law to the Court for judicial determination.

**Jurisdiction and Venue**

7. The Defendant denies the allegations contained in paragraph “7” of the Plaintiff’s Amended Complaint and respectfully refers all questions of law to the Court for judicial determination.

8. The Defendant denies the allegations contained in paragraph “8” of the Plaintiff’s Amended Complaint and respectfully refers all questions of law to the Court for judicial determination.

**Factual Allegations**

9. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “9” of the Plaintiff’s Amended Complaint.

10. The Defendant denies he was AAMG’s closing agent and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph “10” of the Plaintiff’s Amended Complaint.

11. The Defendant denies the allegations contained in paragraph “11” of the Plaintiff’s Amended Complaint and respectfully refers all questions of law to the Court for Judicial determination.

12. The Defendant denies the allegations contained in paragraph “12” of the Plaintiff’s Amended Complaint.

13. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "13" of the Plaintiff's Amended Complaint.

14. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "14" of the Plaintiff's Amended Complaint.

15. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "15" of the Plaintiff's Amended Complaint.

16. The Defendant denies the allegations contained in paragraph "16" of the Plaintiff's Amended Complaint.

17. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "17" of the Plaintiff's Amended Complaint.

18. The Defendant admits only that he is a member of the New York State Bar since 1992 and denies the remaining allegations contained in paragraph "18" of the Plaintiff's Amended Complaint.

19. The Defendant denies the allegations contained in paragraph "19" of the Plaintiff's Amended Complaint.

20. The Defendant denies the allegations contained in paragraph "20" of the Plaintiff's Amended Complaint.

21. The Defendant denies the allegations contained in paragraph "21" of the Plaintiff's Amended Complaint.

22. The Defendant denies the allegations contained in paragraph "22" of the Plaintiff's Amended Complaint.

1. The Kramer Mortgage (Loan No. 655368628)

23. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “23” of the Plaintiff’s Amended Complaint.

24. The Defendant denies the allegations contained in paragraph “24” of the Plaintiff’s Amended Complaint.

25. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “25” of the Plaintiff’s Amended Complaint.

26. The Defendant denies receiving any instruction from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph “26” of the Plaintiff’s Amended Complaint.

27. The Defendant denies receiving any instruction from Plaintiff and denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “27” of the Plaintiff’s Amended Complaint.

28. The Defendant denies receiving any instruction from Plaintiff and denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “28” of the Plaintiff’s Amended Complaint.

29. The Defendant denies the allegations contained in paragraph “29” of the Plaintiff’s Amended Complaint.

2. The Nelson Mortgage (Loan No. 656243674)

30. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “30” of the Plaintiff’s Amended Complaint.

31. The Defendant denies the allegations contained in paragraph “31” of the Plaintiff’s Amended Complaint.

32. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "32" of the Plaintiff's Amended Complaint.

33. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "33" of the Plaintiff's Amended Complaint.

34. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "34" of the Plaintiff's Amended Complaint.

35. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "35" of the Plaintiff's Amended Complaint.

36. The Defendant denies the allegations contained in paragraph "36" of the Plaintiff's Amended Complaint.

3. The Alcantara Mortgages (Loan Nos. 656123577 and 656203609)

37. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "37" of the Plaintiff's Amended Complaint.

38. The Defendant denies the allegations contained in paragraph "38" of the Plaintiff's Amended Complaint.

39. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "39" of the Plaintiff's Amended Complaint.

40. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "40" of the Plaintiff's Amended Complaint.

41. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "41" of the Plaintiff's Amended Complaint.

42. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "42" of the Plaintiff's Amended Complaint.

43. The Defendant denies the allegations contained in paragraph "43" of the Plaintiff's Amended Complaint.

4. The Carnevali Mortgage (Loan No. 6563122144)

44. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "44" of the Plaintiff's Amended Complaint.

45. The Defendant denies the allegations contained in paragraph "45" of the Plaintiff's Amended Complaint.

46. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "46" of the Plaintiff's Amended Complaint.

47. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "47" of the Plaintiff's Amended Complaint.

48. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "48" of the Plaintiff's Amended Complaint.

49. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "49" of the Plaintiff's Amended Complaint.

50. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "50" of the Plaintiff's Amended Complaint.

51. The Defendant denies the allegations contained in paragraph "51" of the Plaintiff's Amended Complaint.

5. The Schnatter Mortgage (Loan No. 656550325)

52. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "52" of the Plaintiff's Amended Complaint.

53. The Defendant denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "53" of the Plaintiff's Amended Complaint.

54. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "54" of the Plaintiff's Amended Complaint.

55. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "55" of the Plaintiff's Amended Complaint.

56. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph "56" of the Plaintiff's Amended Complaint.

57. The Defendant denies the allegations contained in paragraph “57” of the Plaintiff’s Amended Complaint.

6. The DeCarlo Mortgage (Loan No. 656597616)

58. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “58” of the Plaintiff’s Amended Complaint.

59. The Defendant denies the allegations contained in paragraph “59” of the Plaintiff’s Amended Complaint.

60. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph “60” of the Plaintiff’s Amended Complaint.

61. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph “61” of the Plaintiff’s Amended Complaint.

62. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “62” of the Plaintiff’s Amended Complaint.

63. The Defendant denies the allegations contained in paragraph “63” of the Plaintiff’s Amended Complaint.

64. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph “64” of the Plaintiff’s Amended Complaint.

65. The Defendant denies receiving any instructions from Plaintiff and denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph “65” of the Plaintiff’s Amended Complaint.



**FIRST PURPORTED CLAIM FOR RELIEF**  
**(Breach of Contract – Against NSA)**

66. The Defendant repeats, reiterates and realleges each and every response to the allegation in the Plaintiff's Amended Complaint, as if each were set forth verbatim herein.

67. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "67" of the Plaintiff's Amended Complaint.

68. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "68" of the Plaintiff's Amended Complaint.

69. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "69" of the Plaintiff's Amended Complaint

**SECOND PURPORTED CLAIM FOR RELIEF**  
**(Conversion)**

71. The Defendant repeats, reiterates and realleges each and every response to the allegation in the Plaintiff's Amended Complaint, as if each were set forth verbatim herein.

72. The Defendant denies the allegations contained in paragraph "72" of the Plaintiff's Amended Complaint.

73. The Defendant denies the allegations contained in paragraph "73" of the Plaintiff's Amended Complaint.

74. The Defendant denies the allegations contained in paragraph "74" of the Plaintiff's Amended Complaint and respectfully refers all questions of law to the Court for Judicial determination.

75. The Defendant denies the allegations contained in paragraph "75 of the Plaintiff's Amended Complaint.

**THIRD PURPORTED CLAIM FOR RELIEF**  
**(Fraud)**

76. The Defendant repeats, reiterates and realleges each and every response to the allegation in the Plaintiff's Amended Complaint, as if each were set forth verbatim herein.

77. The Defendant denies the allegations contained in paragraph "77" of the Plaintiff's Amended Complaint.

78. The Defendant denies the allegations contained in paragraph "78" of the Plaintiff's Amended Complaint.

79. The Defendant denies the allegations contained in paragraph "79" of the Plaintiff's Amended Complaint.

80. The Defendant denies the allegations contained in paragraph "80" of the Plaintiff's Amended Complaint.

81. The Defendant denies the allegations contained in paragraph "81" of the Plaintiff's Amended Complaint.

82. The Defendant denies the allegations contained in paragraph "82" of the Plaintiff's Amended Complaint.

83. The Defendant denies the allegations contained in paragraph "83" of the Plaintiff's Amended Complaint.

**FOURTH PURPORTED CLAIM FOR RELIEF**  
**(Breach of Fiduciary Duty)**

84. The Defendant repeats, reiterates and realleges each and every response to the allegation in the Plaintiff's Amended Complaint, as if each were set forth verbatim herein.

85. The Defendant denies the allegations contained in paragraph "85" of the Plaintiff's Amended Complaint and respectfully refers all questions of law to the Court for Judicial determination.

86. The Defendant denies the allegations contained in paragraph "86" of the Plaintiff's Amended Complaint.

87. The Defendant denies the allegations contained in paragraph "87" of the Plaintiff's Amended Complaint.

88. The Defendant denies the allegations contained in paragraph "88" of the Plaintiff's Amended Complaint.

89. The Defendant denies the allegations contained in paragraph "89" of the Plaintiff's Amended Complaint.

90. The Defendant denies the allegations contained in paragraph "90" of the Plaintiff's Amended Complaint.

**FIFTH PURPORTED CLAIM FOR RELIEF**  
**(Negligence)**

91. The Defendant repeats, reiterate and realleges each and every response to the allegation in the Plaintiff's Amended Complaint, as if each were set forth verbatim herein.

92. The Defendant denies the allegations contained in paragraph "92" of the Plaintiff's Amended Complaint and respectfully refers all questions of law to the Court for Judicial determination.

93. The Defendant denies the allegations contained in paragraph "93" of the Plaintiff's Amended Complaint.

94. The Defendant denies the allegations contained in paragraph "94" of the Plaintiff's Amended Complaint.

**SIXTH PURPORTED CLAIM FOR RELIEF**  
**(Professional Negligence against Richard A. Leff)**

95. The Defendant repeats, reiterates and realleges each and every response to the allegation in the Plaintiff's Amended Complaint, as if each were set forth verbatim herein.

96. The Defendant denies the allegations contained in paragraph "96" of the Plaintiff's Amended Complaint.

97. The Defendant denies the allegations contained in paragraph "97" of the Plaintiff's Amended Complaint.

98. The Defendant denies the allegations contained in paragraph "98" of the Plaintiff's Amended Complaint.

**SEVENTH PURPORTED CLAIM FOR RELIEF**  
**(Unjust Enrichment.)**

99. The Defendant repeats, reiterates and realleges each and every response to the allegation in the Plaintiff's Amended Complaint, as if each were set forth verbatim herein.

100. The Defendant denies the allegations contained in paragraph "100" of the Plaintiff's Amended Complaint.

101. The Defendant denies the allegations contained in paragraph "101" of the Plaintiff's Amended Complaint.

102. The Defendant denies the allegations contained in paragraph "102" of the Plaintiff's Amended Complaint.

103. The Defendant denies the allegations contained in paragraph "103" of the Plaintiff's Amended Complaint.

**EIGHTH PURPORTED CLAIM FOR RELIEF**  
**(Money Had and Received Against all Defendants)**

104. The Defendant repeats, reiterates and realleges each and every response to the allegation in the Plaintiff's Amended Complaint, as if each were set forth more fully at length verbatim herein.

105. The Defendant denies the allegations contained in paragraph "105" of the Plaintiff's Amended Complaint.

106. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "106" of the Plaintiff's Amended Complaint and respectfully refers all questions of law to the Court for judicial determination.

107. The Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "107" of the Plaintiff's Amended Complaint.

108. The Defendant denies he is or ever was in possession, custody or control of any money from Plaintiff and therefore denies the allegations contained in paragraph "108" of the Plaintiff's Amended Complaint.

109. The Defendant denies the allegations contained in paragraph "109" of the Plaintiff's Amended Complaint.

**AFFIRMATIVE DEFENSES**

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

Plaintiff's Amended Complaint fails to state a cause of action for which relief may be granted against the defendant and should be dismissed.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

Plaintiff's Amended Complaint fails to establish that the Defendant's conduct fell below the applicable standard of care.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

The Defendant exercised due care and diligence in all matters alleged in the Plaintiff's Amended Complaint.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

Any damages to the Plaintiff are the result of the acts or omissions of third persons or entities over which the Defendant exercised no direction or control.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

Plaintiff's purported breach of contract claim must be dismissed pursuant to the Statute of Frauds.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

The Defendant was not the proximate cause of the Plaintiff's alleged damages.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's Amended Complaint fails to comport with Rule 9(b) and should be dismissed

**AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE**

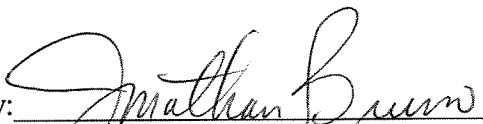
The Plaintiff's Amended Complaint fails to establish actionable damages resulting from the Defendant's alleged acts/omissions.

**WHEREFORE**, Defendant Richard Leff hereby demands judgment dismissing the Plaintiff's Amended Complaint in its entirety, together with the costs and disbursements of this action, including attorneys' fees and for such other, further and different relief as this court may deem just and proper.

Dated: New York, New York  
September 28, 2007

Yours, etc.,

KAUFMAN BORGEEST & RYAN LLP

By:   
Jonathan B. Bruno  
Michael Neri

Attorneys for Defendant  
Richard Leff  
99 Park Avenue, 19th Floor  
New York, New York 10016  
Telephone No.: (212) 980-9600  
Facsimile: (212) 980-9261  
E-mail: jbruno@kbrlaw.com  
KBR File No. 209.254

TO: Cahill Gordon & Reindel LLP  
Attorneys for Plaintiff  
80 Pine Street  
New York, NY 10005  
(212) 701-3000

Lawrence F. Morrison, Esq.  
Attorney for Rachel Leff  
220 East 72<sup>nd</sup> Street, 25<sup>th</sup> Floor  
New York, New York  
(212) 861-1224

Michael L. Soshnick, Esq.  
Attorney for Steven M. Leff  
190 Willis Avenue, Suite 112  
Mineola, NY 11501  
(516) 294-1111

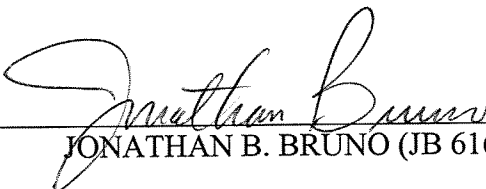
**CERTIFICATE OF SERVICE**

This is to certify that true and correct copies of the foregoing: ANSWER was served via first class mail on the 28<sup>th</sup> day of September 2007 upon:

Cahill Gordon & Reindel LLP  
Attorneys for Plaintiff  
80 Pine Street  
New York, NY 10005

Lawrence F. Morrison, Esq.  
Attorney for Rachel Leff  
220 East 72<sup>nd</sup> Street, 25<sup>th</sup> Floor  
New York, New York 10021

Michael L. Soshnick, Esq.  
Attorney for Steven M. Leff  
190 Willis Avenue, Suite 112  
Mineola, NY 11501

  
\_\_\_\_\_  
JONATHAN B. BRUNO (JB 6163)